

## DETAILS OF THE PLAN

### Preface

This **Summary Plan Description (SPD)** provides a concise description of Plan coverage available for you and your eligible dependents.

While this SPD contains detailed and important information about your benefit Plan, every attempt has been made to communicate that information clearly and in easily understandable terms.

While the **Company** intends to continue the benefits and policies described in this booklet, the Company reserves the right to change, modify or discontinue the Plan at any time. This SPD does not constitute a contract of employment or guarantee any particular benefit.

In the event of a discrepancy between this SPD and the Plan document, the Plan document will govern.

### Introduction

The Special Benefits Plan may provide benefits if you incur occupational injury or disease arising out of and in the course of your employment with the Company.

The Special Benefits Plan pays the difference between your normal earnings and Workers' Compensation for up to six months while on disability due to a **job-related injury** or disease. This Plan can also provide certain medical and surgical benefits not paid under Workers' Compensation or similar laws, or other Company plans, as well as special training, survivor benefits, and other awards. Benefits are paid entirely by the Company.

### Eligibility

All employees of the Company are eligible for this Plan.

### Enrollment

You are covered under the Special Benefits Plan starting with your first day on the job as an employee. Coverage is automatic; you do not have to enroll.

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## Cost of the Plan

The cost of coverage under the Special Benefits Plan is paid entirely by the Company.

## About Your Coverage

### *If you become disabled*

The Special Benefits Plan provides income that supplements Workers' Compensation or similar laws.

If you suffer a temporary disability as a result of a job-related injury or disease, the Special Benefits Plan pays a benefit that makes up the difference between your normal earnings and your Workers' Compensation benefit for up to six months.

If there is a waiting period before Workers' Compensation starts, the Special Benefits Plan will temporarily provide full pay replacement. Workers' Compensation benefits vary by state, in terms of both amount and duration.

In addition, the Special Benefits Plan may provide certain medical and surgical benefits not paid under Workers' Compensation or similar laws. Special training and other benefits may be provided as appropriate. For more information about these benefits, contact your Site Human Resources Representative.

### *When benefits begin*

The Special Benefits Plan covers you from the first day of a job-related disability.

### *How long benefits continue*

Your benefit may continue for as long as you are disabled, for a period not to exceed six months.

### *If you die*

If you are a **Full-Service Employee**, and you die as a result of an occupational, accidental injury, your survivors may be eligible to receive continuing income. If no Company-paid survivor benefits are payable under the Pension and Retirement Plan, your eligible survivors may be entitled to a similar monthly income under the Special Benefits Plan.

Monthly payments begin the month following your death. Eligible survivors, in order of preference, are your spouse, minor children under age 21, dependent mother or father, or dependent stepmother or stepfather. The dependent who becomes your beneficiary receives benefits for life, except minor children who are covered until age 21.

In addition, your survivors may be eligible for continuing health care coverage.

An employee's death is considered to be an occupational, accidental death if:

- the employee sustained bodily injuries arising out of and in the course of employment with the Company, and
- death is caused directly and exclusively by external, violent and purely accidental means, and
- death is a result directly and independently of all other causes, and
- death occurs within 90 days after the date of the injury, and
- death cannot be due to infections (except infections caused by pyogenic organisms which shall occur with and through an accidental cut or wound) or disease or illness of any kind; self-destruction or self-inflicted injury while sane or insane; war or act of war in which the United States is a participant at the time of injury; participation in or in consequence of having participated in the commission of a felony.

***If you leave the Company***

Your Special Benefits Plan coverage ends immediately if you leave the Company for any reason, including retirement, and are no longer employed.

**How to Apply for Benefits**

Your supervision or Human Resources Manager will help you to apply for benefits if you become disabled. Management of disability cases is a site responsibility. You must authorize the release of medical records and reports from your doctor. You must also cooperate with the Company's Medical staff and supervision. Failure to cooperate may result in denial of benefits. For more information on claims procedures, see your Site Human Resources Representative.

***If your claim for benefits is denied***

If your claim for services is denied, you should contact your Supervision or your Site Human Resources representative directly for a clearer explanation of the denial. Provide any additional information that may allow for reconsideration of your claim.

You also have the right to request, free of charge, access to and copies of all documents, records and other information relevant to your claim for benefits. If, after contacting your Supervision or Site Human Resources representative and requesting additional information, you still have not received an adequate explanation concerning your claim for benefits under the Plan, you have a legal right to appeal the denial or partial denial of your claim.

Your final **appeal** is to DuPont. To appeal the denial, you should notify DuPont Connection in writing requesting a claim review. The request for the appeal should include additional documentation supporting the claim and the reasons why you disagree with the decision.

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The request for appeal should include:

- the specific reasons why you think the claim should be reconsidered and approved
- any additional documentation that supports the approval of the claim

You must make this request in a timely manner, preferably within 60 days after you receive the original claim decision or after you receive a claim denial.

You will receive information about the final decision from DuPont Connection, which will respond within 60 days.

Special circumstances may cause the review to take longer. You will be notified if the review is extended and of the reason for the extension.

When you are notified of the final decision, the notice will provide the reason for the decision and the specific Plan provisions on which it is based. DuPont, as Plan Administrator, has full discretion and authority to interpret Plan provisions, resolve any ambiguities and evaluate claims. The decision made by DuPont is final and binding.

The exhaustion of the claim and appeal procedure is mandatory for resolving any claim arising under this Plan. Applicable law requires you to pursue all claim and appeal rights on a timely basis before seeking any other legal recourse regarding claims for benefits.

## **Future of the Plan**

While the Company intends to continue the benefits and policies described in this booklet, the Company reserves the right to suspend, modify, or terminate this Plan at its discretion at any time.

## **ADMINISTRATIVE INFORMATION**

The information presented in this summary plan description is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act of 1974 (**ERISA**).

### ***Overpayments and other errors***

If a benefit is paid that is larger than the amount allowed by the Plan, the Plan has a right to recover the excess amount from the person or agency who received it. Erroneous statements will not change the rights or obligations under the Plan and will not operate to grant additional benefits or coverage.

## ERISA Rights

As a participant in the Special Benefits Plan, you are entitled to certain rights and protections under ERISA. ERISA entitles you to:

- examine, at the Plan Administrator's office and other specified locations, including work sites and union halls if applicable, without charge, all Plan documents governing the Plan. These documents may include insurance contracts, collective bargaining agreements if applicable, and the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- obtain, after sending a written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. You may be asked to pay a fee for the copies.
- receive a written summary of the Plan's annual financial report. The Plan Administrator is required by law to provide each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties on the people responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the best interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are several steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive it within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Administrator's control.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack of decision about the qualified status of a domestic relations order or medical child support order, you may file suit in federal court. If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights,

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you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, contact the Plan Administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory. You may also contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **Plan Sponsor**

E. I. du Pont de Nemours and Company  
1007 Market Street  
Wilmington, DE 19898  
Phone: 1-302-774-1000

Other companies related to DuPont also adopt the Plan for the benefit of their employees from time to time. You can get a list of adopting employers and their addresses from the Plan Administrator.

### **Plan Name**

This summary describes benefits for the Special Benefits Plan.

### **Type of Plan and Administration**

The Plan is a welfare plan as defined by the Employee Retirement Income Security Act of 1974 (ERISA) that provides disability and other benefits. This Plan is administered by the Company

### **Plan Administrator**

E. I. du Pont de Nemours and Company  
1007 Market Street  
Wilmington, DE 19898  
Phone: 1-302-774-1000